

Substitute Teachers for the Achievement School District

Achievement School District in Memphis, TN Two Year Contract with Three options to Renew

Scope of Work:

The TN Department of Education (State) is currently accepting bids to provide substitute teachers at the three (3) direct-run schools in the Achievement School District (ASD) for a two (2) year contract beginning August 1, 2020 with three (3) options to renew. Direct-run schools are those directly operated by the State of Tennessee's Department of Education. As requested by the State, the Contractor shall provide Tennessee substitute teachers for classrooms in these schools. The substitute teachers will be under the State's operational supervision at the school sites listed in A.1. The Contractor shall provide Short-term (less than twenty (20) consecutive days) substitute teachers and Long-term, licensed substitute teachers (greater than twenty (20) consecutive days in a classroom) as requested by the ASD principal (or designee) on-site. These three (3) schools consist of grade levels pre-k to sixth (6th) grade. All respondents are expected to meet the requirements presented in the following specifications upon execution of the Contract:

Specifications.

- A.1. Locations of direct-run schools where services are to be provided:
 - a. Corning / Frayser Achievement Elementary School (Frayser)
Address: 1602 Dellwood Ave, Memphis, TN 38127
 - b. Georgian Hills Achievement Elementary School (GH)
Address: 3930 Leweir St, Memphis, TN 38127
 - c. Whitney Achievement Elementary School (Whitney)
Address: 1219 Whitney Ave, Memphis, TN 38127
- A.2. Staffing.
 - a. The Contractor shall provide substitute teachers when requested by the principal (or designee) at each school. Services are based on the need to fill teacher absences and/or vacancies at the direct-run school locations.
 - b. The Contractor shall have, at minimum, six (6) long-term, licensed teachers and fifteen (15) short-term teachers available to the State upon the execution of the Contract. The Contractor shall maintain this minimum capacity throughout the duration of the Contract Term. At the request of the State, the Contractor shall recruit additional substitutes for the ASD pool.
 - c. The State reserves the right, at its sole discretion, to request replacement of any substitute teacher that it deems unsuitable for safety, for low performance reasons, or any other reason it determines is in the best interest of the State.

- d. Long-term substitute teachers are those serving as a substitute for more than 20 consecutive days (see Tenn. Code Ann. § 49-3-312). Long-term substitute teachers must meet state licensure requirements outlined in [State Board Rule 0520-01-02-.04\(5\)](#). The Contractor shall provide any documentation requested by the State to verify compliance.
 - e. The Contractor shall ensure that all substitute teachers dress professionally and appropriately in compliance with the school dress code for educators (policy will be provided to the Contractor at the start of the Contract term), check in and out daily using the ASD's Raptor visitor management system in the front office of each ASD location, and wear a contractor/visitor ID badge issued by the ASD administrative staff at the front entrance of each location. The substitute teacher will return the badge to the school administrative staff at the end of each workday.
 - f. The Contractor shall ensure that all substitute teachers are familiar with and comply with school rules and policies, including those related to educator behavior. The Contractor shall provide these policies to substitutes assigned to the ASD to ensure they are familiar with applicable standards relating to educator behavior. Additionally, the Contractor shall provide substitutes with school level information regarding campus procedures. The Contractor shall provide the information via a link to documents in the ASD's HR SharePoint file storage portal and require each substitute to sign an acknowledgement of receipt and understanding. Substitutes should sign one acknowledgement per school where they serve each year.
 - g. Background Checks: The Contractor shall ensure that all substitute teachers provided under the Contract have a satisfactory background check prior to being assigned for service at the ASD. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A "satisfactory background check" for the purposes of this Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee will be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background check.
- A.3. Scheduling.
- a. The Contractor shall provide and maintain an electronic system for ASD principals (or designees) to request substitute teachers, verify time, and track absences for long-term substitutes.
 - b. Any information that the State provides to the Contractor for purposes of scheduling or reporting on absences shall only be used in connection with the educational staffing services that the Contractor provides. The Contractor shall not use such information for any other purpose without the State's prior written consent.
- A.4. Documentation of Time Worked

- a. Substitute teachers assigned by the Contractor shall submit their time in the Contractor's electronic time system (see A.3.). The State agrees to review, approve and sign, by signature or electronic means, the time worked by each substitute teacher weekly.
- A.5. Staff Recruiting.
 - a. The State may, at its sole discretion, determine to hire substitute teachers assigned by the Contractor.
 - b. The State may, at its sole discretion, request that the Contractor recruit teachers for the ASD schools to fill needed positions.
- A.6. Invoicing.
 - a. The Contractor shall only invoice the State for services delivered. In no case shall the State be invoiced for services that were not rendered.
 - b. A "Day" shall be defined as a minimum of eight (8) hours of service per day. If the Contractor provides fewer than eight (8) hours of service per Day, the Contractor shall bill pro rata for only those portions of the Day in which service was actually delivered.
 - c. The Contractor shall only bill more than the daily rate if the State gives prior approval for the Contractor to work more than eight hours a Day. In the event that the State approves the Contractor to work more than eight (8) hours a Day, the Contractor shall bill the daily rate plus pro rata for any additional hours worked beyond eight (8) hours.
- A.7. Cost and Placement Fees.
 - a. The Contractor shall provide a per Day cost for substitute teachers on lines one (1) and two (2). The Contractor may charge a placement fee (percent %) of annualized salary) on line three (3) to reflect cost associated with recruiting teachers to fill needed positions at ASD locations.
- A.8. Reporting:
 - a. The Contractor shall provide quarterly reports that include the following information:
 - 1. Date of State request and type of substitute teacher requested (licensed or unlicensed)
 - 2. Date that the Contractor filled the request
 - 3. If the request was not filled, explanation why